

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM870871

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THREE DOG BRANDS, LLC		05/18/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST MERCHANTS BANK		
<b>Street Address:</b>	10333 N. Meridian Street		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46290		
<b>Entity Type:</b>	BANK: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2081409	THREE DOG BAKERY	
<b>Registration Number:</b>	3825061	ASSORT"MU"TT"	
<b>Registration Number:</b>	4042605	THREE DOG BAKERY	
<b>Registration Number:</b>	3932280	"BEG"-ALS	
<b>Registration Number:</b>	3785822	BITTY BITES	
<b>Registration Number:</b>	2471083	ITTY BITTY BONES	
<b>Registration Number:</b>	2021727	THREE DOG BAKERY THE BAKERY FOR DOGS	
<b>Registration Number:</b>	1971349	THREE DOG BAKERY THE BAKERY FOR DOGS	
<b>Registration Number:</b>	2867563	LICK'NCRUNCH!	
<b>Registration Number:</b>	3991618	"WOOF"ERS	
<b>Registration Number:</b>	3261149	LICK'N CRUNCH!	
<b>Registration Number:</b>	6521718	DOUBLE REWARDS	
<b>Registration Number:</b>	2245081	PET-ZEL	
<b>Registration Number:</b>	4852517	THREE DOG BAKERY	
<b>Registration Number:</b>	6051124	THREE DOG BAKERY THE BAKERY FOR DOGS	
<b>Registration Number:</b>	6897448	THE ORIGINAL BAKERY FOR DOGS ESTD 1989	
<b>Registration Number:</b>	6309800	PET-ZEL BITES	
<b>Registration Number:</b>	5723049	PEPPER-MUTT MOCHA	

CH \$465.00 2081409

**CORRESPONDENCE DATA****Fax Number:** 3177133699*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 3177133412**Email:** twagner@taftlaw.com**Correspondent Name:** Tiffini Wagner**Address Line 1:** One Indiana Square**Address Line 2:** Suite 3500**Address Line 4:** Indianapolis, INDIANA 46204**ATTORNEY DOCKET NUMBER:** 108353-00076**NAME OF SUBMITTER:** Tiffini Wagner**SIGNATURE:** / Tiffini Wagner /**DATE SIGNED:** 01/24/2024**Total Attachments: 14**source=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page1.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page2.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page3.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page4.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page5.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page6.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page7.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page8.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page9.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page10.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page11.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page12.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page13.tifsource=First Merchants Bank - Three Dog Bakery Trademark Security Agreement 108353.00076  
05.18.2023#page14.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made this 18th day of May, 2023, by and between THREE DOG BRANDS, LLC, a Delaware limited liability company (“**Grantor**”), and FIRST MERCHANTS BANK, an Indiana bank (together with its successors and assigns, “**Secured Party**”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”) by and among Grantor, THREE DOG BRANDS HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), THREE DOG BRANDS ASSOCIATES, LLC, a Delaware limited liability company (“**Associates**”, and collectively with Grantor, Holdings, Associates, the “**Borrowers**”) as borrowers, and Secured Party, Secured Party has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Secured Party is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party that certain Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to secured party to secure the Obligations, a continuing security interest (the “**Security Interest**”) in all of grantor’s right, title and interest in and to the following, now owned and existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks and Trademark Licenses owned by Grantor, including those referred to on Schedule I hereto;
- (b) all extensions or renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Agreement, (i) “**Trademark Collateral**” shall not include any Excluded Asset (as defined by the Credit Agreement), and (ii) nothing in this Agreement is

intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of “Statement of Use” with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

4. **SECURITY FOR OBLIGATIONS.** This Agreement and the Security Interest created hereby secure the payment and performance of the Obligations, whether now owned and existing or hereafter acquired or arising. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor or any other Borrower to Secured Party or any of its Affiliates, whether or not they are unenforceable or not allowable due to the existence of any insolvency, bankruptcy or similar proceeding involving Grantor.

5. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

6. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new Trademark or become entitled to the benefit of any Trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Trademark, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new Trademark rights. Without limiting Grantor’s obligations under this Section, Grantor agrees to amend Schedule I to this Agreement to include any such new Trademark rights within thirty (30) days of registration thereto. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party’s continuing security interest in all Collateral, whether or not listed on Schedule I.

7. **COUNTERPARTS.** This Agreement is a Loan Document. This Agreement may be executed by original, facsimile or other electronic signatures (which shall be binding and enforceable the same as if original), in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

8. **WAIVER OF JURY TRIAL, GOVERNING LAW AND JURISDICTION.** THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTIONS 16, 17 and 18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**THREE DOG BRANDS, LLC**

By: 

Brian Winter, Chief Financial Officer

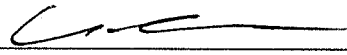
Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008326 FRAME: 0172**

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

FIRST MERCHANTS BANK

By:   
Cameron Gerst, Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 008326 FRAME: 0173**

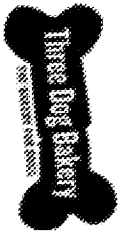
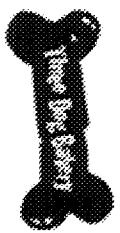
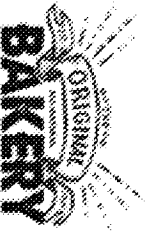
**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

*See attached.*

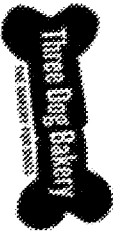
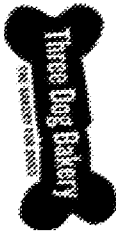
Three Dog Bakery Trademarks


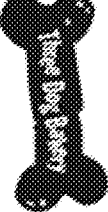

Mark	Registration Number	Registration Date	Country/ Jurisdiction
THREE DOG BAKERY THE BAKERY FOR DOGS and Design 	TMA537372	November 20, 2000	Canada
WOOFERS	TMA627104	December 1, 2004	Canada
LICK 'N CRUNCH	TMA617154	August 20, 2004	Canada
ITTY BITTY BONES	TMA616779	August 17, 2004	Canada
THREE DOG BAKERY	TMA917220	October 15, 2015	Canada
THREE DOG BAKERY and Design 	TMA916928	October 13, 2015	Canada



Mark	Registration Number	Registration Date	Country/ Jurisdiction
<p>THREE DOG BAKERY THE BAKERY FOR DOGS and Design</p> 	TMA1113108	November 3, 2021	Canada
<p>THREE DOG BAKERY and Design</p> 	TMA836996	November 26, 2012	Canada
<p>THE ORIGINAL ALL-NATURAL BAKERY</p>	TMA921151	November 24, 2015	Canada
<p>THE ORIGINAL ALL-NATURAL BAKERY EST. 1989 and Design</p> 	TMA921174	November 24, 2015	Canada
<p>BITTY BITES</p>	TMA838916	December 21, 2012	Canada

Mark	Registration Number	Registration Date	Country/ Jurisdiction
PUPINO'S PIZZA and Design  PUPINOS PIZZA	305834557	January 28, 2022	Hong Kong
Three Dog Bakery THE BAKERY FOR DOGS and Design  	3050888321	March 5, 2020	Hong Kong
THREE DOG BAKERY and Design  THREE DOG BAKERY	301320290	October 7, 2009	Hong Kong
Three Dog Bakery A BAKERY FOR DOGS and Design  	301140209	January 29, 2009	Hong Kong
Three Dog Bakery THE BAKERY FOR DOGS and Design	1502311	October 17, 2019	International


Mark	Registration Number	Registration Date	Country/ Jurisdiction
Design 			
THREE DOG BAKERY  THREE DOG BAKERY	4127258	March 20, 1998	Japan
Three Dog Bakery THE BAKERY FOR DOGS and Design 	1136299	February 2, 2021	New Zealand
"WOOF"ERS and Design	UK000003240514	September 22, 2017	United Kingdom

Mark	Registration Number	Registration Date	Country/ Jurisdiction
			
"WOOF"ERS	UK00003240512	September 22, 2017	United Kingdom
THREE DOG BAKERY and Design 	UK00003171314	October 14, 2016	United Kingdom
THREE DOG BAKERY	UK00003171312	October 14, 2016	United Kingdom
THREE DOG BAKERY THE BAKERY FOR DOGS and Design 	UK00003171315	October 14, 2016	United Kingdom
THREE DOG BAKERY THE BAKERY FOR	UK00003171313	October 14, 2016	United Kingdom

Mark	Registration Number	Registration Date	Country/ Jurisdiction
DOGS			
LICK'N CRUNCH!	UK00003239024	November 24, 2017	United Kingdom
LICK'N CRUNCH! and Design 	UK00003239029	November 24, 2017	United Kingdom
THREE DOG BAKERY	2081409	July 22, 1997	United States
ASSORT™"MUTT"	3825061	July 27, 2010	United States
THREE DOG BAKERY and Design 	4042605	October 18, 2011	United States
"BEG"-ALS	3932280	March 15, 2011	United States

Mark	Registration Number	Registration Date	Country/ Jurisdiction
BITTY BITTES	3785822	May 4, 2010	United States
ITTY BITTY BONES	2471083	July 24, 2001	United States
THREE DOG BAKERY THE BAKERY FOR DOGS and Design	2021727	December 10, 1996	United States
 THREE DOG BAKERY THE BAKERY FOR DOGS and Design	1971349	April 30, 1996	United States
LICK'NCRUNCH! and Design	2867563	July 27, 2004	United States
			

Mark	Registration Number	Registration Date	Country/ Jurisdiction
"WOOF"ERS	3991618	July 12, 2011	United States
LICK'N CRUNCH!	3261149	July 10, 2007	United States
DOUBLE REWARDS	6521718	October 12, 2021	United States
PET-ZEL and Design  PET-ZEL	2245081	May 11, 1999	United States
THREE DOG BAKERY and Design  	4852517	November 10, 2015	United States
THREE DOG BAKERY THE BAKERY FOR DOGS and Design	6051124	May 12, 2020	United States

Mark	Registration Number	Registration Date	Country/ Jurisdiction
			
THE ORIGINAL BAKERY FOR DOGS ESTD 1989 SN: 97177433	6897448	November 8, 2022	United States (Federal)
PET-ZEL BITES	6309800	March 30, 2021	United States
PEPPER·MUTT MOCHA	5723049	April 9, 2019	United States

TRADEMARK

REEL: 008326 FRAME: 0183

RECORDED: 01/24/2024